

Panaji, 24th May, 1984 (Jyaistha 3, 1906)

SERIES II No. 8

OFFICIAL GAZETTE



GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Department of Personnel and Administrative Reforms

Order

No. 3/27/82-PER (Vol. III)

Consequent upon decision of the Government of India, Ministry of Home Affairs, New Delhi communicated to this Administration vide their signal No. 14016/27/83-UTS dated 1st May, 84 to promote her to the senior time scale of IAS and to post her in senior time scale post of IAS in Goa, Daman & Diu, the Administrator of Goa, Daman & Diu is pleased to appoint Smt. Naini Jeyaseelan, IAS, Dy. Collector of North Goa, Panaji as Commissioner of Sales Tax, Entertainment Tax and Excise with immediate effect.

2. Smt. Naini Jeyaseelan shall hand over the charge of the post of Dy. Collector, North Goa Sub-Div., Panaji to Shri J. M. R. Almeida, Additional Dy. Collector, North Goa Sub-Div. Panaji who shall officiate as Dy. Collector North Goa Sub-Div. Panaji in addition to his own duties until further orders.

3. Shri Bansi Dhar, IAS, Finance Secretary also holding the post of Commissioner of Sales Tax, Entertainment Tax & Excise shall stand relieved of the charge of the post of Commissioner of Sales Tax, Entertainment Tax & Excise with effect from the date Smt. Naini Jeyaseelan takes over the charge of the post.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Personnel).

Panaji, 14th May, 1984.

Planning Department

Order

No. 4-8/78/PLG

The following Group 'B' (Gazetted) Officers from the Common Statistical Cadre are transferred to the places as shown below:

Sr. No.	Name	Transferred from	Transferred to
<i>Statistical Officers</i>			
1.	Shri G. K. Verlekar.	Directorate of Education, Panaji-Goa.	Directorate of Health Services Panaji-Goa vice Shri C. J. R. Diniz.
2.	Shri C. J. R. Diniz.	Directorate of Health Services, Panaji-Goa.	Directorate of Education, Panaji-Goa.

Sr. No.	Name	Transferred from	Transferred to
<i>Research Assistants</i>			
3.	Shri Faquir Chand.	Directorate of Planning, Statistics and Evaluation, Panaji-Goa.	Directorate of Industries and Mines, Panaji Goa vice Shri D. G. Natekar
4.	Shri D. G. Natekar.	Directorate of Industries and Mines, Panaji-Goa.	Office of the Commissioner of Labour & Employment, Panaji-Goa, vice Shri V. B. Gharse.
5.	Shri M. S. Rane.	Directorate of Animal Husbandry & Veterinary Services, Panaji-Goa.	Directorate of Fisheries, Panaji-Goa vice Shri M. G. Naik.
6.	Shri V. B. Gharse.	Office of the Commissioner Labour & Employment, Panaji-Goa.	Directorate of Animal Husbandry & Veterinary Services, Panaji-Goa vice Shri M. S. Rane.
7.	Shri M. G. Naik.	Directorate of Fisheries, Panaji-Goa.	Directorate of Planning, Statistics and Evaluation, Panaji vice Shri Faquir Chand.

The transfers will come in force with immediate effect.

By order and in the name of the Administrator of Goa, Daman and Diu.

P. W. Rane Sardesai, Under Secretary (Planning).

Panaji, 15th May, 1984.

Works, Education and Tourism Department

Order

No. 8/26/83/WET

Read: Government Order No. 8/26/83/WET dated 30-11-1983.

In partial modification to the Government Order referred to above, Government is pleased to nominate the following persons as members on the state level Co-ordination

Committee for International Youth Year in addition to the members notified in Government order quoted above.

1. The Commissioner of Labour and Employment, Panaji.

2. Member Secretary of Goa Kala Academy, Panaji.

By order and in the name of the Administrator of Goa, Daman and Diu.

T. S. Khandeparkar, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 14th May, 1984.

Local Administration and Welfare Department

Order

No. 3-39-73-LSG(GEN)

Shri S. K. Jain, Joint Secretary (Planning & Development) officiating as Collector of Daman, is hereby appointed Administrator of Daman Municipal Council, in addition to his own duties during the leave period from 21-4-1984 to 4-6-1984 of Shri Tabam Bam, IAS Collector of Daman.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. M. Naik, Under Secretary (LAWD).

Panaji, 17th May, 1984.

Notification

No. 10-104-83-COOP-LAWD

Read: — 1) Govt. Notification No. CDB/COOP/942/72 dated 22/3/73.

2) Govt. Notification No. CDB/COOP/942/72-79 dated 7/6/79.

In supersession of Government Notifications dated 22/3/73 and 7/6/79 referred to above, the Government is pleased to reconstitute the State Advisory Cooperative Council for the Union Territory of Goa, Daman and Diu, as under: —

1. Hon. Minister for Cooperation — Chairman.
2. Secretary Cooperation, Panaji — Member.
3. Secretary, Finance, Panaji — Member.
4. Director of Agriculture, Panaji — Member.
5. Director of Industries & Mines, Panaji — Member.
6. Director of Fisheries, Panaji — Member.
7. Director of Animal Husbandry & Vet. Services, Panaji — Member.
8. Project Director, Rural Development Agency, Panaji — Member.
9. Representative of Goa State Cooperative Bank Ltd., Panaji — Member.
10. Representative of Goa Urban Cooperative Bank Ltd., Panaji — Member.
11. Representative of Mapusa Urban Cooperative Bank Ltd., Mapusa — Member.
12. Representative of Margao Urban Cooperative Bank Ltd., Margao — Member.
13. Representative of Goa, Daman and Diu Coop. Fisheries Federation Ltd., Panaji — Member.
14. Representative of Goa Coop. Marketing and Supply Federation Ltd., Panaji — Member.
15. Representative of Goa, Daman and Diu Coop. Housing Finance Society Ltd., Panaji — Member.
16. Representative of Goa Pradesh Sahakari Sangh Maryadit, Dayanand Smriti, Swami Vivekanand Road, Panaji — Member.
17. Representative of Goa Milk Producers Union, Bhawani Sadan, Ponda — Member.
18. Representative of Sanjivani Sahakari Sakhar Karkhana Ltd., Dayanand Nagar, Usgao Tisk, Goa — Member.

19. Representative of Goa Bagayatdar, Sahakari Kharadi and Vikri Society Ltd., Bagayatdar Bhavan, Ponda — Member.
20. Representative of Janata Industrial Coop. Society Ltd., Aquem Alto, Margao — Member.
21. Representative of Pernem Taluka Farmers' Service Coop. Society Ltd., Pernem — Member.
22. Representative of Satari Taluka Farmers' Service Coop. Society Ltd., Satari — Member.
23. Representative of Canacona Taluka Farmers' Service Coop. Society Ltd., Canacona — Member.
24. Representative of Tribal Large Sized M.P. Coop. Society Ltd., Daman — Member.
25. Representative of Shri Daman Jilla Sahakari Bhandar Ltd., Daman — Member.
26. Representative of Shri Diu Jilla Sahakari Bhandar Ltd., Diu — Member.
27. The Registrar of Cooperative Societies, Panaji — Member Secretary.

The functions of the above Council will be as under: —

- i) To advise the Government on all questions relating to the Cooperative movement in this Territory.
- ii) To review the cooperative movement and to suggest ways and means of co-ordinating the activities of the Cooperative Societies.
- iii) To suggest ways and means to remove the difficulties faced by the Cooperative Societies in their functioning.
- iv) To make recommendations to the Govt. in regard to any matter relating to the Administration of the Cooperative Societies; and,
- v) To report to the Government on such matter as may be referred to it by the Government for its opinion.

The Advisory Council shall ordinarily meet twice a year. However, it may hold extraordinary meetings when special and important matters so justify.

Any person nominated as member of the Advisory Council in his non-official capacity or with his present status shall automatically ceased to be a member of the Council if he ceases to hold such position.

The Advisory Council may associate in its deliberations on subjects of any special or technical nature, persons of recognised expertise, as special invitees.

S. M. Naik, Under Secretary (LAWD).

Panaji, 14th May, 1984.

Office of the Registrar of Co-operative Societies

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, Neelkamal Coop. Housing Society Ltd., Shantinagar, Ponda-Goa, is registered under the code symbol No. HSG-(b) 125/Goa.

L. T. de Menezes, Dy. Registrar of Coop. Societies.

Panaji, 16th April, 1984.

Certificate of Registration

Neelkamal Coop. Housing Society Ltd., Shantinagar, Ponda, Goa, has been registered on 16-4-84 and it bears registration No. HSG-(b) 125/Goa and it is classified as Housing Society under sub-classification No. 5(b)-Tenant Co-partnership Housing Society in terms of Rule 9 of the Coop-Societies Rules 1962 for the Union Territory of Goa, Daman and Diu.

L. T. de Menezes, Dy. Registrar of Coop. Societies.

Panaji, 16th April, 1984.

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Co-operative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu,

Shri Ganesh Cooperative Housing Society Ltd., Salvador-do-Mundo, Betim, Bardez-Goa, is registered under code symbol No. HSG-(b)-124/Goa.

L. T. de Menezes, Dy. Registrar of Coop. Societies.
Panaji, 9th April, 1984.

Certificate of Registration

Shri Ganesh Coop. Housing Society Ltd., Salvador-do-Mundo, Betim, Bardez-Goa, has been registered on 9-4-84 and it bears the Registration No. HSG-(b)-124/Goa and it is classified as Housing Society under sub-classification No. 5(b)-Tenant Co-partnership Housing Society in terms of Rule 9 of the Coop. Societies Rules 1962, for the Union Territory of Goa, Daman and Diu.

L. T. de Menezes, Dy. Registrar of Coop. Societies.
Panaji, 9th April, 1984.

Office of the Asstt. Registrar of Cooperative Societies

Order

No. AR/NZ/ABN/TNST/1982

In exercise of the powers vested in me under the provisions of Section 156 of the Maharashtra Coop. Societies Act 1960, as applied to the Union Territory of Goa, Daman and Diu, I, A. Y. Gore, Asstt. Registrar of Coop. Societies, North Zone, Mapusa hereby empower:

- | | |
|--------------------------|---------------|
| 1. Shri M. R. Madkaikar, | Sr. Inspector |
| 2. Shri D. B. Naik, | — do — |

of this Department to work as "Sales Officer" as defined in Rule 2, Sub-rule (h) of the Cooperative Societies Rules, 1962 to attach and sell the movable properties of defaulters and to execute any decree by attachment and sale of such property as per the procedure laid down in Rule 104 of the Cooperative Societies Rules, 1962, for the Union Territory of Goa, Daman and Diu.

A. Y. Gore, Asstt. Registrar of Coop. Societies, North Zone.
Mapusa, 31st March, 1984.

Corrigendum

No. 3/2/79-GEN/Pub. Orders/ARNZ/84

Read: This office Notification, dated 24th March, 1984, issued in respect of Sesa Goa Sonshi Employees' Consumers' Coop. Society Ltd., Pissurlem.

The name of the village is written in Notification cited above as "Pissurilm" instead of "Pissurlem". This should be read as "Pissurlem".

Sd/-.

(A. Y. Gore), Asstt. Registrar of Coop. Societies, North Zone.

Mapusa, 12th April, 1984.

Notification

In exercise of the powers vested in me under Sub-Section (1) of Section 9 of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, St. Roque Sahakar Dugdh Vyavasayik Sauntha Ltd., Calata-Majorda, Salcete-Goa registered under Code Symbol No. PRD (c)-21/AR(Dairy)/Goa.

A. V. Chikkodi, Asstt. Registrar of Coop. Societies (Dairy).
Ponda, 9th April, 1984.

Certificate of Registration

St. Roque Sahakari Dugdh V. Sauntha Ltd., Calata-Majorda Salcete-Goa has been registered on 9-4-1984 and it bears registration Code Symbol No. PRD-(c)-21/AR(Dairy)/Goa

and it is classified as producers society under Sub-Classification No. 7(c) Agriculture producers society.

A. V. Chikkodi, Asstt. Registrar of Coop. Societies (Dairy).
Ponda, 9th April, 1984.

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, The Sesa Goa Codli Employees Consumers Cooperative Society Ltd., Codli-Mine, Post-Kirlapale, Taluka-Sanguem-Goa is registered under code symbol No. CON-10/South Goa/84.

Sd/-.

(M. A. Desai), Asstt. Registrar of Coop. Societies, South Zone.

Margao, 27th March, 1984.

Certificate of Registration

The Sesa Goa Codli Employees Consumers Cooperative Society Ltd., Codli-Mine, Post-Kirlapale, Taluka-Sanguem-Goa has been registered on 27-3-1984 and it bears registration code symbol No. CON-10/South Goa/84 and it is classified as Consumers Society under classification No. 2-Consumers Society (Store & Canteen) in terms of Rule 9 of the Cooperative Societies Rules, 1962 for the Union Territory of Goa, Daman and Diu.

Sd/-.

(M. A. Desai), Asstt. Registrar of Coop. Societies, South Zone.

Margao, 27th March, 1984.

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, Sesa Goa Sonshi Employees' Consumers' Coop. Society Ltd., Pissurilm, Satari-Goa is registered under Code Symbol No. CON-10/NZ/Goa.

A. Y. Gore, Asstt. Registrar of Coop. Societies, North Zone.
Mapusa, 24th March, 1984.

Certificate of Registration

Sesa Goa Sonshi Employees' Consumers' Coop. Society Ltd., Pissurilm, Satari-Goa has been registered on 24th March, 1984 and it bears registration Code Symbol No. CON-10/NZ/Goa and it is classified as a Consumers' Society under Sub-Classification No. 2 in terms of Rule 9 of the Cooperative Societies Rules, 1962, for the Union Territory of Goa, Daman and Diu.

A. Y. Gore, Asstt. Registrar of Coop. Societies, North Zone.
Mapusa, 24th March, 1984.

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, Sesa Goa Sanquelim Employees' Consumers' Coop. Society Ltd., Sanquelim-Goa is registered under Code Symbol No. CON-9/NZ/Goa.

A. Y. Gore, Asstt. Registrar of Coop. Societies, North Zone.
Mapusa, 21st March, 1984.

Certificate of Registration

Sesa Goa Sanquelim Employees' Consumers' Coop. Society Ltd., Sanquelim-Goa has been registered on 21st March, 1984 and it bears registration Code Symbol No. CON-9/NZ/Goa and it is classified as a Consumers' Society under Sub-Classification No. 2 in terms of Rule 9 of the Cooperative Societies Rules, 1962, for the Union Territory of Goa, Daman and Diu.

A. Y. Gore, Asstt. Registrar of Coop. Societies, North Zone.
Mapusa, 21st March, 1984.

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, The Salitho Staff Coop. Credit Society Ltd., Pale, Bicholim-Goa is registered under Code Symbol No. RES-(a)-10/NZ/Goa.

A. Y. Gore, Asstt. Registrar of Coop. Societies, North Zone.
Mapusa, 12th March, 1984.

Certificate of Registration

The Salitho Staff Coop. Credit Society Ltd., Pale, Bicholim-Goa has been registered on 12th March, 1984, and it bears registration Code Symbol No. RES-(a)-10/NZ/Goa, and it is classified as a 'Resource Society' under Sub-Classification No. 8(a) Credit Resource Society in terms of Rule No. 9 of Cooperative Societies Rules, 1962, for the Union Territory of Goa, Daman and Diu.

A. Y. Gore, Asstt. Registrar of Coop. Societies, North Zone.
Mapusa, 12th March, 1984.

Revenue Department

Notification

No. 22/165/83-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for improvement and widening of Porvorim Pilerne road (addl. area).

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Additional Dy. Collector, M. N. Bhartiya, Collectorate of Goa, Panaji to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

- 1. The Collector of Goa, Panaji.
- 2. The Additional Dy. Collector Shri M. N. Bhartiya, Collectorate of Goa.
- 3. The Executive Engineer, Road and Bridges, North II P.W.D. Panaji.
- 4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Additional Dy. Collector M. N. Bhartiya, Collectorate of Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Bardez	Pilerne	53	part	Comunidade of Pilerne. Cemetery.	150.00
			57	part	Comunidade of Pilerne.	250.00
			208	2 part	Vithu Vassu Nagvenkar.	250.00
				1 part	Bhagwant Xabli Bhobe.	100.00
					Raghuvir Xabli Bhobe.	
					Vikunt Xabli Bhobe.	
					T: Krishna Fondu Sawlikar.	
				3 part	Comunidade of Pilerne.	815.00
			197	—	Fomento-other Agricultural Department Govt. of Goa, Daman and Diu.	100.00
			196	—	Agriculture Department.	125.00
			190	1 part	Magdalena Lobe.	20.00
				2 part	Simolicio Fernandes.	50.00
				3 part	Comunidade of Pilerne.	15.00
				5 part	Sebastino Simao Graciano D'Mello.	40.00
					Augentiu Graciano D'Mello.	
				6 part	Berta D'Souza.	20.00
				7 part	Vithal Alexardereri Furtado.	20.00
				8 part	Pe. Boaventura D'Mello Furtado.	25.00
					Joaquim D'Mello Futado.	
					Pe. Jose D'Mello Furtado.	
					Dr. Alberto D'Mello Furtado.	
				11 part	Albertina Fernandes.	10.00
					Joaquim Francisco Fernandes.	
					Peter Gaspar Fernandes.	
					Roque Pildade Fernandes.	
					Maria Irene Pelagina Fernandes.	
				12 part	Francisco Pascoal Fernandes.	20.00
					Clandina Mascarenhas.	

1	2	3	4	5	6	7
Bardez	Pilerne	215	5 part	Ritinha Joaquina Francisca Viegas D'Souza.	125.00	
			6 part	Simon Felix Lobe.	30.00	
				Dumaciano Lobe.		
				Egidie Lobe.		
		218	5 part	Maria Magdulina Emertiana D'Souza.	25.00	
			6 part	Remiz Marquis.	25.00	
			7 part	Felicidade Matildas Carrasco.	50.00	
			9 part	Semon Felix Lobo.	250.00	
			10 part	Albertin Fernandes, Jocquin Francisco Fernandes.	60.00	
			14 part	Claudina Mascarenhas.	35.00	
			15 part	Carlos Fernandes, Cirlio Fernandes, Lazar Fernan-	50.00	
				des.		
		219	2 part	Edward Souza.	175.00	
			3 part	Belmira Dalgade Lopes, Gustaro Pinto, Jose Pinto.	50.00	
		192	11 part	Xavier Clament D'Souza.	65.00	
				Crizostino D'Souza.		
				Richard D'Souza.		
				Deudita Fernandes.		
			13 part	Tony Furtado.	35.00	
				Simon Furtado.		
				Margarida Lemos Furtado.		
				T: Hari Khagu Parwatkar.		
			19 part	Ermelina Araujo.	50.00	
		194	3 part	George Lappa Lobo,	60.00	
				Godwyn D'Souza Lobo.		
		191	1 part	Xavier Clemento D'Souza.	50.00	
				Crysostino D'Souza.		
				Richardo D'Souza.		
				A. Fernandes.		
				Minguel Lobo.		
				Laurenca Lobo.		
				Deriato Lobo.		
				Rafael Pereira.		
				Venture Pereira.		
				Thomas Furtado.		
		191	2 part	Shri Jacint Rossario Lobo.	40.00	
			3 part	Vithal Alexandara Furtado.	25.00	
			4 part	Joaquim Carmo D'Souza.	40.00	
			5 part	Vassudev Narayan Verlekar.	75.00	
			6 part	Josef Frusto D'Souza.	75.00	
			7 part	Comunidade.	15.00	
			8 part	Justino D'Souza, Joao Vincento D'Souza, Lourento	35.00	
				D'Souza.		
			16 part	Caetano D'Souza.	20.00	
		193	11 part	Justino D'Souza, Joao Vincento Pereira, Alleluia	30.00	
				D'Souza, Joao Vicente D'Siuza, Lourento D'Souza.		
			12 part	Pe. Lelis D'Souza, Pe. Ciril D'Souza, Maria Espe-	50.00	
				ciosa D'Souza, Maria Magdelina D'Souza.		
			13 part	Veronica D'Souza.	70.00	
				Crisostino D'Souza.		
			14 part	Caetano Filomena Efiganca Mendonca e Almeida.	30.00	
			15 part	Janorosa D'Souza.	20.00	
			16 part	Felicidade N.	30.00	
Total					3700.00	

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

M. S. Sail, Under Secretary (Revenue).

Panaji, 25th April, 1984.

Notification

No. 22/98/84-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land acquisition for Bicholim Naroa road from Maem to Naroa bus parking area at the end of the road.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or

otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Addl. Dy. Collector, Goa North Division, Panaji to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

- 1. The Collector of Goa, Panaji.
- 2. The Additional Dy. Collector, Goa North Division, Panaji.
- 3. The Executive Engineer, Roads & Bridges, North II, P. W. D., Panaji.
- 4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Addl. Dy. Collector, Goa North Division, Panaji for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village	Survey No.	Sub. Div. No.	Name of the person believed to be interested	Approximate area in sq. mts
1.	2	3	4	5	6	7
	Bicholim	Naroa	52	13 part	N. P. Salkar.	175.00
Boundaries:						
North: S. No. 52/13.						
South: S. No. 52/13.						
East: Road.						
West: S. No. 52/13.						
Total						175.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

M. S. Sall, Under Secretary (Revenue).

Panaji, 9th May, 1984.

Notification

No. 22/93/84-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for development of Sports Complex at Quepem.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Special Land Acquisition Officer, S.I.P., Sanguem to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

- 1. The Collector of Goa, Panaji.
- 2. The Special Land Acquisition Officer, SIP, Sanguem.
- 3. The Director of Sports & Cultural Affairs, Panaji.
- 4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Special Land Acquisition Officer, SIP, Sanguem for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Quepem	Xeldem	152(part)	—	Smt. Premabai Vaman Sirvoikar. Shri Laxman Rajaram Sirvoikar.	22600.00
			164	38 part	Quepem Municipality.	3075.00
			163(part)	—	Ramesh Vaman Shirvoikar.	3850.00

1	2	3	4	5	6	7
Quepem	Xeldem	155	1(part)	Smt. Sundarabai Bicoppa Sinai Nagorcenkar.	10450.00	
		153	1(part)	Chandrakan Ranchamndra Sirvoikar.	875.00	
				Glovis Da Costa.		
				Dr. K. V. Shirvoikar.		
				Uttam Saivant Nagorsekar.		
				Pravin Govind Dessai.		
				Ranganath Sinai Kakodkar.		
				Raja Shiroadkar.		
				Maria L. Fernandes.		
				Maria Francisca Fernandes.		
				Krishna Uttam Phal Dessai.		
				Ramdas Guno Phal Dessai.		
				Vasant Raghunath Phal Dessai.		
				Gunaji Khapa Phal Dessai.		
				Khushali Khapa Phal Dessai.		
				Balkrishna Haryan Phal Dessai.		
				Narayan Vithoba Phal Dessai.		
				Rukhmabai Nadkarni.		
				Wenkatesh Desai.		
				Madhukar Naguesh Prabhu Dessai.		
				Venkatesh Nagues Prabhu Dessai.		
				Berta Pinto.		
				Ganesh Poi Anglo.		
				Dinanthe Dharma Pai Angle.		
				Ramnath " " "		
				Yeshwant " " "		
				Vinayek " " "		
				Mario Loyola Furtado.		
				Alvaro Loyola Furtado.		
				Khristovam Loyala Furtado.		
				Boundaries:		
				North: Survey No. 164/33, S. No. 163/0.		
				South: Survey No. 152/0, S. No. 153/1.		
				East Survey No. 163/0, S. No. 155/1 and		
				S. No. 153/1.		
				West: Village boundary of Amona.		
				Total	40850.00	

By order and in the name of the Lt. Governor of Goa, Daman and Diu.
M. S. Sail, Under Secretary (Revenue).
Panaji, 16th May, 1984.

Notification
No. 22/147/83-RD

Whereas by Government Notification No. 22/147/83-RD dated 7-11-1983 published on page 345 of Series II, No. 31 of the Official Gazette dated 7-11-1983 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the said Act) that the land specified in the schedule appended to the said Notification (hereinafter referred to as the said land) was likely to be needed for public purpose viz. for augmentation of Assonora Water Supply Schemes by 7 mgd. laying of additional gravity Main from Assonora to Porvorim and Siquerim, village Sircaim.

And whereas the Government is of the opinion that its acquisition is urgently necessary, the provisions of sub-section (1) and sub-section (4) of Section 17 of the said Act are made applicable, and that the Collector appointed under paragraph 2 below, shall at any time, on expiry of 15 days from

the publication of notice relating to the said land under sub-section (1) of Section 9 of the said Act, take possession of the said land.

Now therefore the Government is pleased to declare under the provision of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Additional Dy. Collector (Shri M. N. Bhartiya) to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and to direct him under Section 17 of the said Act to take order of the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Addl. Dy. Collector and Land Acquisition Officer, Collectorate, Panaji till the award is made under Section 11.

SCHEDULE
(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Bardez	Sircaim	116	1 (part)	O: Comunidade.	10.00
			116	2 (part)	O: Norci Florion. Xavier D'Sa.	565.00
					Total	575.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.
M. S. Sail, Under Secretary (Revenue).
Panaji, 17th April, 1984.

Notification

No. 22/83/84-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for approach to the PHE Complex at Borda-Margao.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Additional Dy. Collector South II (Collectorate) to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Additional Dy. Collector South II (Collectorate).
3. The Executive Engineer, Works Division IX (PHE) P. W. D. Fatorda Margao.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Additional Dy. Collector South (Collectorate) for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	P. T. Sheet No.	Chalta No.	Name of the person believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Salcete	Margao	156	11 part	Aleixo Cardozo. North: Chalta No. 11/PTS. 156. South: Chalta No. 12/PTS. 156. East: Road. West: Chalta No. 20/PTS 133.	600.00
Total						600.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

M. S. Sail, Under Secretary (Revenue).

Panaji, 30th April, 1984.

Public Health Department

Order

No. 5/97/79-PHD-Jr. Anaesthetist

On the recommendation of the Local Selection Committee, Dr. Uday P. Naik is appointed on ad-hoc basis to the post of Senior Anaesthetist under the Directorate of Health Services and posted in the Hospicio Hospital, Margao against the vacant post with immediate effect in the scale of Rs. 1100-50-1600 and on the terms and conditions contained in the Government Memorandum of even number dated 3-1-1984. Dr. Uday P. Naik should report at the place of posting immediately.

The above appointment will not bestow on the person a claim for regular appointment and the services rendered on ad-hoc basis in the grade would not count for the purpose of seniority in that grade or eligibility for promotion to the next higher grade.

The above doctor has been medically examined and found fit by the Medical Board, Panaji.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. V. Bhadri, Under Secretary (Health).

Panaji, 11th May, 1984.

Order

No. 5/10/84-PHD

On the recommendation of the Local Selection Committee, Dr. Uday L. Chafadkar is appointed on ad-hoc basis to the post of Medical Officer/Rural Medical Officer under the Di-

rectorate of Health Services, Panaji and posted as Medical Officer (ICDS) Primary Health Centre, Valpoi with immediate effect in the scale of Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200 and on the terms and conditions contained in the Government Memorandum of even number dated 15-2-1984.

The above appointment will not bestow on the person a claim for regular appointment and the services rendered on ad-hoc basis in the grade would not count for the purpose of seniority in that grade or eligibility for promotion to the next higher grade.

Dr. Uday L. Chafadkar has been medically examined and found fit by the Medical Board, Panaji.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. V. Bhadri, Under Secretary (Health).

Panaji, 10th May, 1984.

Industries and Labour Department

Order

No. 28/10/84-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is of the opinion that an industrial dispute exists between the management of M/s. Goa Carbon Ltd., St. Jose de Areal, Margao and their workman, Shri Roque Miranda, represented by Goa Trade and Commercial Workers' Union in respect of the matters specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Lieutenant Governor of Goa, Daman and Diu hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu, Panaji, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of M/s. Goa Carbon Ltd., St. Jose de Areal, Margao in retiring on superannuation the workman, Shri Roque Miranda, D. G. Set Operator with effect from 1-8-1983 is legal and justified?"

If not, what relief the workman is entitled to?"

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. V. Bhadri, Under Secretary (Industries and Labour).
Panaji, 15th May, 1984.

Order

No. 28/13/84-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is of the opinion that an industrial dispute exists between the management of M/s. Cosmed Analytical and Central Services, Curti, Ponda and their workman Shri F. X. D'Souza, represented by Menezes Industrial Complex Employees' Association, Ponda in respect of the matters specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Lieutenant Governor of Goa, Daman and Diu hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu, Panaji constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of M/s. Cosmed Analytical and Central Services, Curti, Ponda in terminating the services of the workman, Shri F. X. D'Souza, Sampler-cum-General Assistant with effect from 29-2-1984 is legal and justified.

If not, what relief the workman is entitled to?"

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. V. Bhadri, Under Secretary (Industries and Labour).
Panaji, 14th May, 1984.

Order

No. 2/6/79-ILD(i)

The following transfers of Assistant Engineers (Electrical) of the Electricity Department are hereby ordered in public interest with immediate effect:

Sr. No.	Name and place of present posting	Place where transferred
1	2	3
1.	Shri M. A. Todurkar, Office of the Executive Engineer, Electrical Division No. VIII (M.R. T.) Margao.	Sectional Office of M.R.T. Panaji.
2.	Shri R. D. Talegaon, Office of the Chief Electrical Engineer, Panaji.	Office of the Executive Engineer, Electrical Division III (220 KV) Ponda.

1	2	3
3.	Shri S. V. Purohit, Office of the Executive Engineer Division III (220 KV) Ponda.	220 KV Sub-Station under Division III, Ponda.
4.	Shri G. S. Badti, Sub-Division IV, Pernem.	Office of the Executive Engineer, Electrical Division No. VI (O.&M.) Mapusa.
5.	Shri Jose Viegas, Office of the Executive Engineer, Electrical Division IV (Const. cum-O.&M.) Margao.	Office of the Executive Engineer, Division II (Stores and Workshop) Margao.
6.	Shri Jadhav M. T., Sub-Division VI (Const.) Margao.	Sub-Division VII, Bicholim.
7.	Shri H. S. Rao, Sub-Division VII, Bicholim.	Office of the Executive Engineer, Electrical Division IV (Const-cum-O. & M.) Margao.
8.	Shri Blasco do Conceicao, Office of the Executive Engineer, Division II (Stores and Workshop) Margao.	Sub-Division VI (Const.) Margao.
9.	Shri T. Y. N. Murthy, Office of the Executive Engineer Division VI, Mapusa.	Sub-Division IV, Pernem.
10.	Shri S. Hegde, 220 KV Sub-Station, Ponda.	Office of the Executive Engineer, Division I, Mapusa.
11.	Shri P. N. Prassanna, Office of the Executive Engineer, Sub-Division I, Mapusa.	Office of the Chief Electrical Engineer, Panaji.

2. The above officers will be entitled to T.A./D.A. on transfer as per rules.

3. Shri R. D. Talegaon should move first.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. V. Bhadri, Under Secretary (Ind. & Labour).
Panaji, 15th May, 1984.

Order

No. 2/6/79-ILD

The following transfers of Executive Engineers (Electrical) of the Electricity Department are hereby ordered in public interest with immediate effect:

Sr. No.	Name and place of present posting	Place where transferred
1	2	3
1.	Shri S. N. Jain, Office of the Chief Electrical Engineer, Panaji.	Electrical Division No. VI (O.&M.) Mapusa.
2.	Shri R. A. Ghali, Electrical Division No. I (O.&M.) Panaji.	Electrical Division No. XI, (Const-cum-O.&M.) Sancoale, Vasco.
3.	Shri T. R. Raman, Electrical Division No. II, (Stores and Workshop) Margao.	Electrical Division No. I, Panaji.
4.	Shri M. Durairaj, Electrical Division No. VI, (O.&M.) Mapusa.	Office of the Chief Electrical Engineer, Panaji.
5.	Shri J. Albert D'Souza, Electrical Division No. XI (Const-cum-O.&M.) Vasco.	Electrical Division No. X, (Training) Ponda.

1	2	3
6.	Shri J. R. Lotlikar, Electrical Division No. X (Stores and Workshop), (Training) Ponda.	Electrical Division No. II, (Stores and Workshop), Margao.

2. The above officers will be entitled to T.A./D.A. on transfer as per rules.

3. Shri S. N. Jain should move first.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. V. Bhadri, Under Secretary (Ind. & Labour).

Panaji, 15th May, 1984.

Order

No. 28/2/79-ILD

The following Awards given by the Industrial Tribunal, Goa, Daman and Diu are hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 5th April, 1984.

IN THE LABOUR COURT GOA, DAMAN AND DIU PANAJI-GOA

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Application No. LCC/39/80

1. Shri T. R. Prabhu — Applicant
V/s.

1. Shri Modu Timblo — Opponents

2. M/s. Sociedade de Fomento Industrial Pvt. Ltd.

Applicant represented by Shri K. V. Nadkarni, Labour Consultant.

Opponent represented by Shri Ramesh Desai, Labour Consultant.

Panaji. Dated: 12-3-1984.

AWARD

This is an application under Section 33C(2) of the I.D.A., 1947, in short the Act, filed by the above applicant against the above Opponent claiming from the latter ex-gratia payment at the rate of 11.66 p.c. in addition to bonus paid by the Opponent to other employees in the Organisation in the year 1978, amounting to Rs. 1,055-60 and medical benefits for 1979 and 1980 amounting to Rs. 600/-, in all totalling Rs. 1,655-60.

2. It is applicant's case that he, in his capacity as an employee of the Opponents, is entitled to the amounts above mentioned. The Opponents have paid to the employees of the Organisation, towards bonus for the financial year 1978-79, at the rate of 8.33 p.c., statutory bonus as per the payment of Bonus Act and an additional amount at 11.66 p.c. as ex-gratia payment. This amount has been paid to all the employees in the Organisation except to the staff working at the H.O. Under the agreement signed by the employees' Union with the Opponents on 28-5-1979, the Management has agreed to consider and revise the facilities, mainly relating to gratuity, bonus and leave travel concession, if such demands are considered/sanctioned or revised to the employees of the establishment outside the H. O. to maintain the parity. Notice of demands was served on the Opponent but they have not accepted it. Similarly, the Opponents, as per clause 5 of the said agreement, are bound to pay him medical benefits for the year 1979-80 at the rate of Rs. 300/- per year.

3. In their written statement the Opponents raised preliminary objections concerning the jurisdiction of this court to entertain this application on the ground that the applicant

is not a workman within the meaning of Section 2(s) of the Act and that the applicant's claim for ex-gratia payment in 1979-80 is in the nature of substantive industrial dispute which cannot be entertained in an application under Section 33C(2) of the Act and can be disposed off only upon a reference made by the Government to the Tribunal under Section 10 of the Act.

On merits, the Opponents admit that they have paid bonus to the employees of the Organisation for the years 1978-79 at the rate of 8.33 p.c. but, regarding the additional amount of 11.66 p.c. as ex-gratia, they say that it has been paid to some establishments of the employer under settlement/agreement enforceable to such establishments only. The employees of the H. O. are having different set of conditions of service than the other employees of various establishments for the last many years, and these employees of different establishments are also covered under different labour laws depending on the categories of the establishments and other circumstances.

Regarding the medical benefits, it is stated that they are admissible under the settlement referred to by the applicant but only on production of the doctors prescription and bills; since the applicant has not produced any medical bills to prove his sickness or of his family members, he cannot claim any amount on this count.

In short, the Opponents deny that the applicant is entitled to the amounts claimed under the agreement referred to by the applicant.

4. In his rejoinder, the applicant maintains his stand earlier taken in the application and states that this court has jurisdiction to entertain the application without any reference under Section 10 of the Act, since the Opponents, in the agreement referred to in the application, had agreed to maintain parity of benefits of the H. O. staff within the same organisation. The applicant's claim, therefore, is based on an existing right flowing from the said agreement. Regarding medical benefits, it is contended that he has submitted the medical bills from time to time, but they have not been settled.

5. Following preliminary issues were framed:

"1. Whether the applicant proves that he is a workman as per the definition given in section 2(s) of the Industrial Disputes Act, 1947, hereinafter called the Act, and, as such, entitled to the relief claimed.

2. Whether the Opponent proves that the applicant is not a workman within the meaning of section 2(s) referred to above.

3. Whether the Opponent proves that part of the applicant's claim is a substantive industrial dispute and can be disposed off only by a reference under section 10 of the Act."

6. After evidence was partly recorded the Ld. Rep. of the Opponent made a statement in Open court that he would not press issue No. 2 and both the parties closed their evidence and argued the matter.

7. Since issues Nos. 1 and 2 were not pressed by the parties the only issue to be decided is issue No. 3 which reads as follows:

"Whether the Opponent proves that part of the applicant's claim is a substantive industrial dispute and can be disposed off only by a reference under section 10 of the Act."

8. It is contended by the Applicant that his claim is based on an existing right, which flows from the agreement dated 28-5-1979 (Exh W-3 or O-2), which agreement is admitted by the Opponents.

Clause 4 of the said agreement is in respect of the payment of difference in bonus/ex-gratia for the accounting years 1976-1977 and 1977-1978 on the basis of actual earnings.

Clause 18 of the agreement has a part which reads as follows:

"Incase there are any doubts about the interpretation of any of the terms of this settlement, it is agreed that the Union representatives would discuss the issues to arrive at amicable settlement.

It is agreed between the parties to consider and revise the facilities relating to gratuity, bonus and leave travel concession which are presently considered as settled by this Agreement, if similar demands are accepted/sanctioned or revised to the employees of this Establishment outside Head Office. The Management agreed to modify and revise the above facilities to the Head Office to maintain the parity."

Under this clause the management *has agreed to consider and revise the facilities* relating to gratuity, bonus etc. if similar demands are accepted/sanctioned or revised to the employees of the establishment outside the H. O. *The Management, agreed to modify and revise the above facilities to the H. O. to maintain the parity.*

9. The Opponents have admitted in their written statement that they have paid ex-gratia bonus at the rate of 11.66 p.c. for the year 1978-1979 but, according to them, such ex-gratia was paid to some establishments under settlement/agreement enforceable to such establishments only. The applicant has not denied this fact in his rejoinder and also has not led any evidence to show that all other establishments of the Opponent outside the H.O. were paid such ex-gratia without any settlement/agreement enforceable to such establishments only.

10. The part of the clause 18 of Exh W-3 or O-2 referred to above does not state that whatever facilities relating to gratuity, bonus etc. are sanctioned or revised to the employees of the establishment outside the H.O., such revised facilities *will also be extended to the H.O. staff.* Under the above clause, the *Management agreed to consider and revise.* Therefore, from the above clause the applicant cannot claim any existing right. His right is only to get, through the Union, the said clause *implemented by the Management* by considering and revising the payment of ex-gratia bonus to the H. O. staff *on the ground that other establishments of the Opponents outside the H.O. have been given such facility.* Till such thing is done, the applicant cannot claim any existing right to such payment, which can be entertained in an application under Section 33C(2) of the Act. The existing right will come only after an award is given by the Industrial Tribunal on the basis of a reference made to it by the Government on this issue.

11. In view of the above, I uphold the preliminary objection raised by the Opponents that the applicant's claim to ex-gratia is a substantive industrial dispute, which cannot be disposed off except by a reference under Section 10 of the Act.

12. Considering now the other part of the application in respect of the applicant's claim to medical benefits for the years 1979 and 1980.

13. The Opponents do not deny that, under the said agreement, the applicant is entitled to such benefits, but contend that the applicant has not produced any bills to claim benefits for his sickness or of his family members.

14. In the evidence led by the applicant he has not made any mention of having submitted to the management any medical bills which might be pending for settlement, although he had made such averment in his rejoinder. In the absence of any evidence on the fact that such bills were submitted by the applicant, his claim for medical benefits cannot succeed.

15. In view of all that has been stated above, I pass the following order:

ORDER

The prayer of the applicant in respect of ex-gratia payment in addition to bonus is dismissed on the ground of lack of jurisdiction of this court to entertain such prayer in an application under Section 33C(2) of the Act.

The other prayer claiming medical benefits is also dismissed, in the absence of any evidence to prove it.

In the circumstances of the case, I leave each party to bear its own costs,

Dr. Renato de Noronha
Presiding Officer
Labour Court

IN THE LABOUR COURT GOA, DAMAN & DIU PANAJI-GOA

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Application No.: LCC/41/80

1. Shri Naguesh Mhapsenkar

— Applicant

V/s.

1. Shri Modu Timblo,
Mg. Director,
M/s. Sociedade de Fomento
Industrial Pvt. Ltd.
& Other

— Opponent

Applicant represented by Shri K. V. Nadkarni, Labour Consultant.

Opponent represented by Shri R. Desai, Labour Consultant.

Panaji. Dated: 14-3-1984

AWARD

This is an application under Section 33C(2) of the I.D.A., 1947, in short the Act, filed by the above applicant against the above Opponents claiming from the latter ex-gratia payment at the rate of 11.66 p.c. in addition to bonus paid by the Opponent to other employees in the Organisation in the year 1978, amounting to Rs. 1,094-60 and medical benefits for 1979 and 1980 amounting to Rs. 600/-, in all totalling Rs. 1,694-60.

2. It is applicant's case that he, in his capacity as an employee of the Opponent's, is entitled to the amounts above mentioned. The Opponents have paid to the employees of the Organisation, towards bonus for the financial year 1978-79, at the rate of 8.33 p.c., statutory bonus as per the payment of Bonus Act and an additional amount at 11.66 p.c. as ex-gratia payment. This amount has been paid to all the employees in the Organisation except to the staff working at the H. O. Under the agreement signed by the employees' Union with the Opponents on 28-5-1979, the Management has agreed to consider and revise the facilities, mainly relating to gratuity, bonus and leave travel concession, if such demands are considered/sanctioned or revised to the employees of the establishment outside the H. O. to maintain the parity. Notice of demands was served on the Opponents but they have not accepted it. Similarly, the Opponents, as per clause 5 of the said agreement, are bound to pay him medical benefits for the year 1979 and 1980 at the rate of Rs. 300/- per year.

3. In their written statement the Opponents raised preliminary objections concerning the jurisdiction of this court to entertain this application on the ground that the applicant is not a workman within the meaning of Section 2 (s) of the Act and that the applicant's claim for ex-gratia payment in 1979-80 is in the nature of substantive industrial dispute which cannot be entertained in an application under Section 33C(2) of the Act and can be disposed off only upon a reference made by the Government to the Tribunal under Section 10 of the Act.

On merits, the Opponents admit that they have paid bonus to the employees of the Organisation for the years 1978-79 at the rate of 8.33 p.c. but, regarding the additional amount of 11.66 p.c. as ex-gratia, they say that it has been paid to some establishments of the employer under settlement/agreement enforceable to such establishments only. The employees of the H. O. are having different set of conditions of service than the other employees of various establishments for the last many years, and these employees of different establishments are also covered under different labour laws depending on the categories of the establishments and other circumstances.

Regarding the medical benefits, it is stated that they are admissible under the settlement referred to by the applicant but only on production of the doctors prescription and bills; since the applicant has not produced any medical bills to prove his sickness or of his family members, he cannot claim any amount on this count.

In short, the Opponents deny that the applicant is entitled to the amounts claimed under the agreement referred to by the applicant.

4. In his rejoinder, the applicant maintains his stand earlier taken in the application and states that this court has jurisdiction to entertain the application without any reference under Section 10 of the Act, since the Opponents,

in the agreement referred to in this application, had agreed to maintain parity of benefits of the H. O. staff within the same organisation. The applicant's claim, therefore, is based on an existing right flowing from the said agreement. Regarding medical benefits, it is contended that he has submitted the medical bills from time to time, but they have not been settled.

5. Following preliminary issues were framed:

"1. Whether the applicant proves that he is a workman as per the definition given in section 2(s) of the Industrial Disputes Act, 1947, hereinafter called the Act, and, as such, entitled to the relief claimed.

2. Whether the Opponent proves that the applicant is not a workman within the meaning of section 2(s) referred to above.

3. Whether the Opponent proves that part of the applicant's claim is a substantive industrial dispute and can be disposed off only by a reference under Section 10 of the Act."

6. As issues No. 1 and 2 were not pressed by the parties and the Ld. Rep. of the parties also do not want to lead any evidence on issue No. 3, the matter was argued and kept for order.

7. The only issue now to be decided is No. 3 which reads as follows:

"Whether the Opponent proves that part of the applicant's claim is a substantive industrial dispute and can be disposed off only by a reference under section 10 of the Act?"

8. It is contended by the Applicant that his claim is based on an existing right, which flows from the agreement dated 28-5-1979 (Exh W-3 or O-2), which agreement is admitted by the Opponents.

Clause 4 of the said agreement is in respect of the payment of difference in bonus/ex-gratia for the accounting years 1976-1977 and 1977-1978 on the basis of actual earnings.

Clause 18 of the agreement has a part which reads as follows:

"Incase there are any doubts about the interpretation of any of the terms of this settlement, it is agreed that the Union representatives would discuss the issues to arrive at amicable settlement.

It is agreed between the parties to consider and revise the facilities relating to gratuity, bonus and leave travel concession which are presently considered as settled by this Agreement, if similar demands are accepted/sanctioned or revised to the employee of this Establishment outside Head Office. The Management agreed to modify and revise the above facilities to the Head Office to maintain the parity."

Under this clause the Management has agreed to consider and revise the facilities relating to gratuity, bonus etc. if similar demands are accepted/sanctioned or revised to the employees of the establishment outside the H. O. The Management, agreed to modify and revise the above facilities to the H. O. to maintain the parity.

9. The Opponents have admitted in their Written Statement that they have paid ex-gratia bonus at the rate of 11.66 p.c. for the year 1978-79 but, according to them, such ex-gratia was paid to some establishments under settlement/agreement enforceable to such establishments only. The applicant has not denied this fact in his rejoinder and also has not led any evidence to show that all other establishments of the Opponent outside the H. O. were paid such ex-gratia without any settlement/agreement enforceable to such establishments only.

10. The part of the clause 18 of Exh W-3 or O-2 referred to above does not state that whatever facilities relating to gratuity, bonus etc. are sanctioned or revised to the employees of the establishment outside the H. O., such revised facilities will also be extended to the H. O. staff. Under the above clause, the Management agreed to consider and revise. Therefore, from the above clause the applicant cannot claim any existing right. His right is only to get, through the Union, the said clause implemented by the Management by

considering and revising the payment of ex-gratia bonus to the H. O. staff on the ground that other establishments of the Opponents outside the H. O. have been given such facility. Till such thing is done, the applicant cannot claim any existing right to such payment, which can be entertained in an application under Section 33C(2) of the Act. The existing right will come only after an award is given by the Industrial Tribunal on the basis of a reference made to it by the Government on this issue.

11. In view of the above, I uphold the preliminary objection raised by the Opponents that the applicant's claim to ex-gratia is a substantive industrial dispute, which cannot be disposed off except by a reference under Section 10 of the Act.

12. Considering now the other part of the application in respect of the applicant's claim to medical benefits for the years 1979 and 1980.

13. The Opponents do not deny that, under the said agreement, the applicant is entitled to such benefits, but contend that the applicant has not produced any bills to claim benefits for his sickness or of his family members.

14. In the evidence led by the applicant he has not made any mention of having submitted to the Management any medical bills which might be pending for settlement, although he had made such averment in his rejoinder. In the absence of any evidence on the fact that such bills were submitted by the applicant, his claim for medical benefits cannot succeed.

15. In view of all that has been stated above, I pass the following order:

ORDER

The prayer of the applicant in respect of ex-gratia payment in addition to bonus is dismissed on the ground of lack of jurisdiction of this court to entertain such prayer in an application under Section 33C(2) of the Act.

The other prayer claiming medical benefits is also dismissed, in the absence of any evidence to prove it.

In the circumstances of the case, I leave each party to bear its own costs.

Dr. Renato de Noronha
Presiding Officer
Labour Court

IN THE LABOUR COURT GOA, DAMAN & DIU
PANAJI-GOA

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Application No.: LCC/40/80

1. Shri Prabhakar K. Kamat --- Applicant

V/s.

1. Shri Modu Timblo, Managing Director,
M/s. Sociedade de Fomento Indus. Pvt.
Ltd., & Others --- Opponent

Opponent represented by Shri Ramesh Desai, Labour
Advisor.

Panaji. Dated: 12-3-1984

AWARD

This is an application under Section 33C(2) of the I.D.A., 1947, in short the Act, filed by the above applicant against the above Opponent claiming from the latter ex-gratia payment at the rate of 11.66 p.c. in addition to bonus paid by the Opponent to other employees of the Organisation in the year 1978, amounting to Rs. 368-61 and medical benefits for 1979 and 1980 amounting to Rs. 400/-, in all totalling Rs. 768-61.

2. It is applicant's case that he, in his capacity as an employee of the Opponents, is entitled to the amounts above mentioned. The Opponents have paid to the employees of the Organisation, towards bonus for the financial year 1978-79, at the rate of 8.33 p.c., statutory bonus as per the payment of Bonus Act and an additional amount at 11.66 p.c. as ex-gratia payment. This amount has been paid to

all the employees in the Organization except to the staff working at the H. O. Under the agreement signed by the employees' Union with the Opponents on 28-5-1979, the Management has agreed to consider and revise the facilities, mainly relating to gratuity, bonus and leave travel concession, if such demands are considered/sanctioned or revised to the employees of the establishment outside the H. O. to maintain the parity. Notice of demands was served on the Opponent but they have not accepted it. Similarly, the Opponents, as per clause 5 of the said agreement, are bound to pay him medical benefits for the year 1979-1980 at the rate of Rs. 200/- per year.

3. In their written statement, the Opponents raised preliminary objections in respect of the jurisdiction of this court to entertain such ex-gratia payment for 1979-80, saying that that part of the applicant's claim is in the nature of a substantive industrial dispute which cannot be entertained in an application under Section 33C(2) of the Act and has to be disposed off, only upon a reference under Section 10 of the Act.

On merits, the Opponents admit that they have paid bonus to the employees of the Organisation for the years 1973-79 at the rate of 8.33 p.c. but, regarding the additional amount of 11.66 p.c. as ex-gratia, they say that it has been paid to some establishments of the employer under settlement/agreement enforceable to such establishments only. The employees of the H. O. are having different set of conditions of service than the other employees of various establishments for the last many year, and these employees of different establishments are also covered under different labour laws depending on the categories of the establishments and other circumstances.

Regarding the medical benefits, it is stated that they are admissible under the settlement referred to by the applicant but only on production of doctor's prescriptions and bills; since the applicant has not produced any medical bills to prove his sickness or of his family members, he cannot claim any amount on this court.

In short, the Opponents deny that the applicant is entitled to the amounts claimed under the agreement referred to by the applicant.

4. Following preliminary issue was framed:

"Whether the Opponent proves that part of the applicant's claim is a substantive industrial dispute and can be disposed off only by a reference under Section 10 of the Act."

5. The Ld. Rep. of the applicant withdrew his representation. Hence, notice was sent to the applicant in person but the applicant did not remain present on the date fixed, nor did he make any efforts to be represented at the time of hearing. Hence, the case proceeded ex-parte regarding the applicant. Since the Opponent did not want to lead any evidence, the matter was argued by him and kept for Order.

6. I shall consider first the preliminary issue, which goes to the root of jurisdiction of this court regarding the applicant's claim to ex-gratia payment, alleged to have been made by the Opponents to the other establishments outside the H. O.

7. It is contended by the applicant that his claim is based on an existing right, which flows from the agreement dated 28-5-1979 (Exh W-3 or O-2), which agreement is admitted by the Opponents.

Clause 4 of the said agreement is in respect of the payment of difference in bonus/ex-gratia for the accounting years 1976-1977 and 1977-1978 on the basis of actual earnings.

Clause 18 of the agreement has a part which reads as follows: "In case there are any doubts about the interpretation of any of the terms of this settlement, it is agreed that the Union representatives would discuss the issues to arrive at amicable settlement."

It is agreed between the parties to consider and revise the facilities relating to gratuity, bonus and leave travel concession which are presently considered as settled by this Agreement, if similar demands are accepted/sanctioned or

revised to the employees of this Establishment outside Head Office. The Management agreed to modify and revise the above facilities to the Head Office to maintain the parity."

Under the clause the Management has agreed to consider and revise the facilities relating to gratuity, bonus etc. if similar demands are accepted/sanctioned or revised to the employees of the establishments outside the H. O. The management, agreed to modify and revise the above facilities to the H. O. to maintain the parity.

8. The Opponents have admitted in their written statement that they have paid ex-gratia bonus at the rate of 11.66 p.c. for the year 1978-1979 but, according to them, such ex-gratia was paid to some establishments under settlement/agreement enforceable to such establishments only. The applicant has not denied this fact in his rejoinder and also has not led any evidence to show that all other establishments of the Opponent outside the H. O. were paid such ex-gratia without any settlement/agreement enforceable to such establishments only.

9. The part of the clause 18 of Exh W-3 or O-2 referred to above does not state that whatever facilities relating to gratuity, bonus etc. are sanctioned or revised to the employees of the establishment outside the H. O., such revised facilities will also be extended to the H. O. staff. Under the above clause, the Management agreed to consider and revise. Therefore, from the above clause the applicant cannot claim any existing right. His right is only to get, through the Union, the said clause implemented by the Management by considering the payment of ex-gratia bonus to the H. O. staff on the ground that other establishments of the Opponents outside the H. O. have been given such facility. Till such thing is done, the applicant cannot claim any existing right to such payment, which can be entertained in an application under Section 33C(2) of the Act. The existing right will come only after an award given by the Industrial Tribunal on the basis of a reference made to it by the Government on this issue.

10. In view of the above, I uphold the preliminary objection raised by the Opponents that the applicant's claim to ex-gratia is a substantive industrial dispute, which cannot be disposed off except by a reference under Section 10 of the Act.

11. Considering now the other part of the application in respect of the applicant's claim to medical benefits for the year 1979 and 1980.

12. The Opponents do not deny that, under the said agreement, the applicant is entitled to such benefits, but contend that the applicant has not produced any bills to claim benefits for his sickness or of his family members.

13. The applicant has not led any evidence to show that he has produced any medical prescriptions or medical bills to claim benefits for his sickness or of his family members. In the absence of such bills, it is obvious that he cannot claim any medical benefits under the agreement referred to above.

14. In view of all that has been stated above, I pass the following Order:

ORDER

The prayer of the applicant in respect of ex-gratia payment in addition to bonus is dismissed on the ground of lack of jurisdiction of this court to entertain such prayer in an application under Section 33C(2) of the Act.

The other prayer claiming medical benefits is also dismissed, in the absence of any evidence to prove it.

In the circumstances of the case, I leave each party to bear its own costs.

Dr. Renato de Noronha
Presiding Officer
Labour Court

Finance Department (Expenditure)

Order

No. 6/5/84-Fin (Exp)

On the recommendations of the Departmental Promotion Committee, the Administrator of Goa, Daman and Diu is pleased to order promotion of Shri Ashok Rajadhyax, Accountant to the post of Assistant Accounts Officer in the pay scale of Rs. 550-25-750-EB-30-900 from the date of his taking charge of the post of Assistant Accounts Officer. He is posted in the Office of the Conservator of Forests vice Shri C.C.D'Souza, Assistant Accounts Officer transferred.

He will be on probation for a period of two years in the first instance.

By order and in the name of the Administrator of Goa, Daman and Diu.

K. B. Verekar, Under Secretary (Finance Exp).

Panaji, 18th May, 1984.

Law Department (Establishment)

Order

No. 3-21-82/LD

Read: 3-21-82/LD dated 15-3-1984.

In exercise of powers conferred by Sub-Section (8) of Section 24 of the Code of Criminal Procedure 1973 (Central Act 2 of 1974), the Administrator of Goa, Daman and Diu hereby appoints Shri P. R. Nam Joshi, Advocate as Special Public Prosecutor for the purpose of conducting prosecutions in Criminal Cases Nos. 7/83 and 8/83 before the Judicial Magistrate, First Class, Diu and Session Case No. 11 of 1983, corresponding to Diu Police Station CR No. 9 of 1983 before the Court of District and Session Judge, North Goa, Panaji /Additional Sessions Judge, Mapusa sitting at Diu.

This supersedes order of even number dated 15-3-1984.

By order and in the name of the Administrator of Goa, Daman and Diu.

B. S. Subbanna, Under Secretary (Law).

Panaji, 4th May, 1984.